



Office of the City Engineer

February 2, 2022

Board of Public Works and Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you Supplemental Agreement #1 to the February 14, 2019 Contract with Butler, Fairman, and Seufert for Wea Ridge Water Tower Project. This supplement adds construction inspection services via a third-party sub-consultant which specializes in water tank construction inspection. This will allow the inspection team to be very thorough throughout construction of the tank.

The addition to the contract will be \$79,500.00, bringing the overall contract to \$469,602.00.

We are recommending it for your approval.

Sincerely,

A handwritten signature in black ink that reads "Jeromy L. Grenard". The signature is written in a cursive, flowing style.

Jeromy L. Grenard, PE
Public Works Director

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2022, by and between **CITY OF LAFAYETTE, INDIANA** hereinafter referred to as the "**OWNER**", and **BUTLER, FAIRMAN and SEUFERT, INC.**, hereinafter referred to as the "**ENGINEER**."

WITNESSETH

WHEREAS, on February 14th, 2019, the **OWNER** entered into an Agreement with the **ENGINEER** for services required for development of Contract Plans for the construction of the **WEA RIDGE WATER TOWER PROJECT BF&S Project No. 633300.000**.

WHEREAS, it has been determined by the **OWNER** and **ENGINEER** that modifications to the Original Agreement are necessary to meet the desired goals of the **OWNER** and the **ENGINEER**.

NOW, THEREFORE, the parties agree that the Original Agreement be modified by this Supplemental Agreement No. 1; Supplemental Agreement No. 1 adds third party inspection of shop processes, welding, and coating during project construction.

- A. Dixon Engineering, Inc. agreement for Professional Services for the not-to-exceed amount of \$79,500.00 is added to the project. Inspection Contract between inspection service and **ENGINEER** is attached to this Supplemental Agreement No. 1. It is noted that portions of the fees in the agreement are hourly, and other portions are lump sum.
- B. The following is **ADDED** after Part 4 in Section A of Appendix D, **COMPENSATION**:
 - 5. The **ENGINEER** shall reimburse a third-party inspection service for specialized inspections for a not-to-exceed fee of \$79,500.00. Payment shall be made according to the schedule in the Dixon Engineering for Tank Number 14-79-03-07. BF&S shall enter into a Professional Services Agreement with the third-party inspection service for the completion of the work.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1.

6333 WEA RIDGE WATER TOWER PROJECT, SUPPLEMENTAL AGREEMENT NO. 1

ENGINEER:
BUTLER, FAIRMAN and SEUFERT, INC.


Christopher Wheatley
Vice President

OWNER
CITY OF LAFAYETTE, INDIANA
by and through its Board of Works

Gary Henriott, President

Cindy Murray, Member

Norm Childress, Member

Ron Shriner, Member

Amy Moulton, Member

Attest: _____
Mindy Riehle – 1st Deputy Clerk